(2)

No. 91-772

FILED
JAN 30 1992
OFFICE OF THE CLERK

IN THE

SUPREME COURT OF THE UNITED STATES

October Term, 1991

GARY PRINSKI,

Petitioner,

v.

TERMAR NAVIGATION CO. INC., and
VAN OMMEREN SHIPPING B.V.,

Respondents.

ON PETITION FOR WRIT OF CERTIORARI FROM THE UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT

BRIEF IN RESPONSE OF TERMAR NAVIGATION CO. INC., and VAN OMMEREN SHIPPING B.V.

E. Alfred Smith*
Peter Hansen Bach
Diana L. Moro-Bishop
KRUSEN EVANS & BYRNE
The Curtis Center
Suite 1100
601 Walnut Street
Philadelphia, PA 19106
(215) 923-4400
Counsel for Respondents

January 30, 1992
* *Counsel of Record*

PACKARD PRESS / LEGAL DIVISION, 1617 JFK BOULEVARD, PHILA., PA 19103 (215) 563-9000

COUNTERSTATEMENT OF THE QUESTION PRESENTED

1. Whether the courts below were correct in holding a shipowner owes no duty to inspect or supervise cargo operations and cannot be held liable for injuries to longshoremen resulting from dangerous conditions that develop during the loading or unloading of cargo, as stated by this Court in *Scindia Steam Navigation Co. v. De Los Santos,* 451 U.S. 156 (1981).

STATEMENT OF OWNERSHIP

Termar Navigation Co., Inc., the shipowner, is not a publicly-owned corporation. Van Ommeran Shipping B.V., the time-charterer, is not a publicly-owned corporation. There are no publicly owned corporations, which are not parties to this appeal, that have a financial interest in the outcome.

TABLE OF CONTENTS

Page

COUNTERSTATEMENT OF THE QUESTION PRESENTED..... i

STATEMENT OF OWNERSHIP..... ii

TABLE OF AUTHORITIES iv

COUNTERSTATEMENT OF THE CASE..... 1

ARGUMENT..... 5

I. THE DISTRICT COURT AND COURT OF APPEALS DECISIONS WERE IN ACCORDANCE WITH BOTH THE APPLICABLE STATUTE AND THIS COURT'S HOLDINGS. 5

II. THE FACTS PRESENTED DO NOT JUSTIFY THE GRANTING OF THE WRIT OF CERTIORARI, AS THE DECISION REACHED BY THE THIRD CIRCUIT WOULD NOT HAVE HAD A DIFFERENT OUTCOME UNDER THE STANDARDS SET FORTH BY EITHER THE FIFTH OR NINTH CIRCUIT COURTS OF APPEAL 9

A. The facts of the case before the Court do not present a conflict when analyzed under the test set forth by the Fifth Circuit Court of Appeals..... 9

B. The facts of the case before the Court do not present a conflict when analyzed under the test set forth by the Ninth Circuit Court of Appeals..... 11

CONCLUSION..... 13

TABLE OF AUTHORITIES

Cases: Page

Derr v. Kawasaki Kisen K.K., 835 F.2d 490 (3d Cir. 1987), *cert. denied*, 486 U.S. 1007 (1988) 7

Federal Marine Terminals v. Burnside Shipping Co., 394 U.S. 404 (1969)..... 7, 8

Harris v. Flota Mercante Grancolombiana, S.A., 730 F.2d 296 (5th Cir. 1984)..... 10

Scindia Steam Navigation Co. v. De Los Santos, 451 U.S. 156 (1981) 5, 6, 7, 8, 9

Turner v. Japan Lines, 651 F.2d 1300 (9th Cir. 1981), *cert. denied*, 459 U.S. 967 (1982) .. 11, 12, 13

Woods v. Sammisa Co., Ltd., 873 F.2d 842 (5th Cir. 1989), *cert. denied*, 493 U.S. 1050 (1990) .. 9, 10, 13, 14

Statutes:

29 C.F.R. § 1918.1..... 5

29 C.F.R. § 1918.91 (c) 5

33 U.S.C. § 905(b)..... 4, 5

Other Authorities:

H.R. Rep. No. *92-1441, reprinted in* 3 U.S. Code Cong. and Adm. News 4698, 4702 (1972) 5

No. 91-772

IN THE

SUPREME COURT OF THE UNITED STATES

October Term, 1991

GARY PRINSKI,

Petitioner,

v.

TERMAR NAVIGATION CO. INC., and
VAN OMMEREN SHIPPING B.V.,

Respondents.

ON PETITION FOR WRIT OF CERTIORARI FROM THE UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT

BRIEF IN RESPONSE OF TERMAR NAVIGATION CO. INC., and VAN OMMEREN SHIPPING B.V.

COUNTERSTATEMENT OF THE CASE

The entire record before the United States District Court for the Eastern District of Pennsylvania consisted of Responents'[1] Motion for Summary Judgment on

1. Respondents are Termar Navigation, Co., Inc., the shipowner, and Van Ommeren Shipping, B.V., the time charterer of the vessel. For purposes of this case, there was no distinction raised by the parties below as to the difference in duties or obligations as between the time charterer and the owner; both will be included by use of the term "shipowner".

Stipulated Facts and Petitioner's Response to that motion. The same motion and response constituted the entire record before the Third Circuit Court of Appeals.

Petitioner was a member of one of five gangs of longshoremen provided by Holt Cargo Systems, Inc. (hereinafter "Holt")[2] which were responsible for discharging cargo from the five holds of the M/V SERAFIN TOPIC at Camden, New Jersey, on January 15, 1988. (Appendix at 12a). The SERAFIN TOPIC, upon the conclusion of the discharge of cargo shortly before midnight on January 13, 1988 at Bridgeport, Connecticut, closed its hatches and immediately sailed for Camden.[3] Upon arrival in Camden, the five Holt gangs were assigned to discharge the Camden-bound cargo. (Appendix at 12a).

Petitioner was assigned to discharge cargo from the No. 2 hold. Holt, the independent stevedore, elected to discharge the steel coils at the forward end of the hold first and then discharge the pipe in the aft end. (Appendix at 13a.) The pipe was of random lengths, with an outside diameter between 5" and 16.5". Most of the pipe ranged between 12-15" in diameter. The pipe was stowed in a fore and aft direction. (Appendix at 12a.)

The Holt workers had a spelling arrangement, i.e. three men would work and three would be on standby elsewhere. These groups would relieve one another either every hour or two hours. Petitioner worked between 8 a.m. and 10 a.m. and again between 1 p.m. and 3 p.m. (Appendix at 13a.)

---

2. Holt is an independent contractor providing stevedore services, as were the stevedores which loaded the cargo on the vessel at the two ports in the Netherlands. Further, each of the Holt gangs had two head foremen, or "ship bosses" and a stevedore supervisor assigned to the vessel by Holt. (Appendix at 12a).

3. When the Bridgeport cargo in the No. 2 hold was discharged, the pipe involved in this action became visible. (Appendix at 13a.) The pipe was not visible when the vessel left the Netherlands for the United States.

Petitioner spent roughly four hours working in the hold prior to his injury on the ice. He attempts to create an inference that the area of ice was larger or more prominent than it actually was. The parties stipulated that:

> In entering the hold the men would step off the hatch ladder onto the pipe and walk **along** the pipe to its forward end where they would climb down to the coil stow. [Emphasis added.] (Appendix at 13a, Paragraph 10).

Petitioner only walked *across* the pipe as he was leaving the hold shortly after 3 p.m., when he was injured. (Appendix at 13a, Paragraph 11). Petitioner attempts to make this distinction, as it is important to his contention that the cargo which was not being actively discharged was work space. But, the work space contention was not a part of the stipulated facts. The issue of whether the cargo was work space was not addressed by either the United States District Court for the Eastern District of Pennsylvania[4] or by the Third Circuit Court of Appeals.

Petitioner makes the self-serving observation, at page 5 of the Petition, that the pipe in the aft end of the hold became a walking surface for the stevedores during the discharge of cargo. This begs the question that Petitioner is seeking to put before this Court.

The strip of ice was not seen by the Petitioner until after his fall. The strip of ice was not a continuous strip extending over the pipe, but rather "a discontinuous strip of ice affecting 10 or 11 of 12 adjacent pipes. The strip was approximately 1" wide and laid in a thwartship direction." (Appendix at 14a.)

---

4. The Honorable Robert S. Gawthrop III, held that cargo was not work space within the parameters established in *Scindia*.

Fortuitously, the strip was visible in photographs taken by a cargo surveyor,[5] who had entered the hold prior to the Holt gangs' starting the discharge of cargo. The surveyor did not notice the ice and had only taken the photograph to show the arrangement of the cargo in the hold. The surveyor's report noted no icy conditions aboard the ship and, in fact, reported puddles of water which appeared to be sea water in several other holds. (Appendix at 14a.)

The parties stipulated that there was no evidence that Respondents had actual knowledge of the existence of the ice on the pipe in the stow. (Appendix at 15a.) Therefore, it was not an open and obvious hazard.

The parties agreed[6] that the only plausible explanation for the presence of the ice was that during the course of the trans-Atlantic crossing the weight of the Bridgeport cargo had squeezed water out of the dunnage used by the foreign stevedores. (Appendix at 14-15a.)[7] The parties agreed that there is no evidence that the shipowner knew wet dunnage had been used by the foreign stevedores if, in fact, it had been used.

Petitioner filed his action under the Longshore and Harbor Workers' Compensation Act, 33 U.S.C. § 905(b). On Respondent's Motion for Summary Judgment based on the stipulated facts alone, the United States District Court for the Eastern District of Pennsylvania entered summary judgment, and this was affirmed by the Third Circuit Court of Appeals.

---

5. While the cargo surveyor was retained by Van Ommeren, he was independent in the sense that his purpose was to inspect the cargo for damage and not to evaluate the conditions of the holds for the purposes of the safety of the off-loading stevedores.

6. For the purposes of the summary judgment motion, the parties agreed to the explanation given by Petitioner's expert, but no formal proof was offered.

7. It should be noted that there is no mention in the stipulation of the dunnage being the type of wood that would retain a "considerable" amount of moisture, as Petitioner contends at page 6. *Id.*

ARGUMENT

I. THE DISTRICT COURT AND COURT OF APPEALS DECISIONS WERE IN ACCORDANCE WITH BOTH THE APPLICABLE STATUTE AND THIS COURT'S HOLDINGS.

The Longshore and Harbor Workers' Compensation Act, 33 U.S.C. § 905(b)[8], provides the exclusive remedy for Petitioner Prinski by allowing a direct action for negligence against the vessel's owner for injuries.[9] The Act does not provide for liability without fault.[10]

The leading case decided by this Court in the area of the duty of the shipowner to the longshoreman is *Scindia Steam Navigation Co. v. De Los Santos,* 451 U.S. 156 (1981). This Court therein held:

---

8. The Act provides that the employers of longshoremen may have such regulations imposed upon them as the Secretary of Labor deems necessary. Among those regulations, at 29 C.F.R. § 1918.1, *et seq.* are those governing housekeeping. 29 C.F.R. § 1918.91(c) states that "Slippery conditions shall be eliminated as they occur." Therefore, Holt had the responsibility to eliminate the ice upon the discovery of it in the cargo area upon the commencement of or during cargo operations.

9. The 1972 amendments to the act specifically exclude any remedy based on the unseaworthiness of the vessel.

10. 10 H.R. Rep. No. *92-1441, reprinted in* 3 U.S. Code Cong. and Adm. News 4698, 4702 (1972). The Congress further stated that:

> The purpose of the amendments is to place an employee injured aboard a vessel in the same position he would be if he were injured in non-maritime employment ashore, insofar as bringing a third party damage action is concerned, and not to endow him with any special maritime theory of liability or a cause of action under whatever judicial nomenclature it may be called, such as "unseaworthiness", "non-delegable duty", or the like.

H.R. Rep. No. *92-1441, reprinted in* 3 U.S. Code Cong. and Adm. News 4698, 4703 (1972).

A vessel would no longer be liable for the acts or omissions of stevedores, for the manner in which stevedores perform their work or for the gear or equipment of stevedores. *Id.*

> We are of the view that absent contract provision, positive law, or custom to the contrary – none of which has been cited to us in this case – the shipowner has no general duty by way of supervision or inspection to exercise reasonable care to discover dangerous conditions that develop within the confines of the cargo operations that are assigned to the stevedore. The necessary consequence is that the shipowner is not liable to the longshoremen for injuries caused by dangers unknown to the owner and about which he had no duty to inform himself. This conclusion is plainly consistent with the congressional intent to foreclose the faultless liability of the shipowner based on a theory of unseaworthiness or nondelegable duty. The shipowner, within limits, *is* entitled to rely on the stevedore, and owes no duty to the longshoremen to inspect or supervise the cargo operations.

Scindia Steam Navigation Co. v. De Los Santos, 451 U.S. at 172.

It is clear that the stipulated facts before the courts below revealed no contract provision which imposed any duty, nor any positive law or custom which did so. Under *Scindia,* the shipowner owed no duty to Mr. Prinski once cargo operations had begun.

The parties agree that Respondents had no actual or constructive knowledge of the ice. The parties agree that it was Holt, the stevedore, who made the determination as to how to unload the cargo and who elected to discharge the coiled steel in the forward part of the hold first.

Unlike *Scindia,* which involved ship's equipment, this matter involves ice on cargo which did not exist at the time the vessel was loaded in the Netherlands, nor did it exist at the vessel's first docking in Bridgeport. Rather, it is a condition which developed in the cargo between Bridgeport and Camden, of which the shipowner was not aware.

Under *Scindia*, the shipowner is entitled to rely on the stevedore to inspect and supervise the cargo operations once the ship is surrendered to the stevedore. At the time of the incident, there had been a full day of uneventful discharge under the direction of Holt's stevedore foremen. Petitioner and his fellow gang members had been in the hold where the ice was found for at least four hours during the course of the day before he was injured. It was only at the end of his shift that he "found" the ice.

This Court clearly has stated it would be inconsistent with the Longshore and Harbor Workers' Compensation Act to hold that a shipowner has a continuing duty to "take reasonable steps to discover and correct dangerous conditions that develop during the loading or unloading process." *Scindia*, 451 U.S. at 169.

The stipulated facts indicate that the ice formed at some point between the loading of the ship in the Netherlands and the unloading of the Camden-bound cargo. For this Court to grant certiorari under these facts would make no sense, as the facts as presented under the stipulation create a situation which is completely consistent with the *Scindia* holding.[11]

Further, ice in the cargo area is unusual. Petitioner admits this at page 6 of his Petition. This is not the type of factual situation which warrants review by this Court. It is a factual pattern which is not likely to recur, making this case inappropriate for review by this Court, as the final determination would have an impact only on the parties herein.

The *Scindia* court reiterated the holding of *Federal Marine Terminals v. Burnside Shipping Co.*, 394 U.S. 404 (1969):

---

11. The district court also relied on *Derr v. Kawasaki Kisen K.K.*, 835 F.2d 490 (3d Cir. 1987), *cert. denied*, 486 U.S. 1007 (1988) in reaching its conclusion that there was no duty on the part of the shipowner to inspect the cargo handling operations. The *Derr* court specifically relied upon language in *Scindia* in reaching this determination. *See, Scindia,* 451 U.S. at 178.

> the vessel owes to the stevedore and his longshoremen employees the duty of exercising due care "under the circumstances." This duty extends at least to exercising ordinary care under the circumstances to have the ship and its equipment in such condition that an expert and experienced stevedore will be able by the exercise of reasonable care to carry on its cargo operations with reasonable safety to persons and property, and to warning the stevedore of any hazards on the ship or with respect to its equipment that are known to the vessel or should have been known to it in the exercise of reasonable care, that would likely be encountered by the stevedore in the course of his cargo operations and that are not known by the stevedore and would not be obvious to or anticipated by him if reasonably competent in the performance of his work.

Scindia, 451 U.S. at 166-67, *quoting Federal Marine Terminals v. Burnside Shipping Co.*, 394 U.S. at 417, n.18.

That duty extends to those items which the vessel knows or in the exercise of reasonable care should know would be likely to be encountered by the stevedore during cargo operations. The stipulated facts make it clear that it was not likely that Petitioner would encounter ice in the cargo hold, therefore, no duty existed regarding the ice.

In analyzing the facts of this case under the Court's holding in *Scindia*, the District Court's holding and subsequent affirmance by the Court of Appeals, were correct.

II. THE FACTS PRESENTED DO NOT JUSTIFY THE GRANTING OF THE WRIT OF CERTIORARI, AS THE DECISION REACHED BY THE THIRD CIRCUIT WOULD NOT HAVE HAD A DIFFERENT OUTCOME UNDER THE STANDARDS SET FORTH BY EITHER THE FIFTH OR NINTH CIRCUIT COURTS OF APPEAL.

Both Petitioner and Respondents agree that there is a conflict among the Third, Fifth and Ninth Circuits as to the extent to which *Scindia* is to be applied. But, had either the Fifth Circuit or Ninth Circuit's tests been applied to the facts before the Court, the outcome would have been no different.

A. The facts of the case before the Court do not present a conflict when analyzed under the test set forth by the Fifth Circuit Court of Appeals.

The Fifth Circuit has held that it is the duty of the shipowner to correct, "all dangerous conditions including those relating to cargo, equipment-related and other defects of which **it has actual knowledge** and which it actually knows the stevedore does not intend to correct." *Woods v. Sammisa Co., Ltd.*, 873 F.2d 842, 848-49 (5th Cir. 1989), *cert. denied*, 493 U.S. 1050 (1990) [Emphasis added].

The *Woods* case arose from facts surrounding a dangerous stow of pipe which injured the plaintiff. There was evidence presented that the defendant shipowners knew of the dangerous stow before the vessel had left its originating port.[12]

Unlike the *Woods* case, the parties in the case at bar have stipulated that there was no evidence that the

---

12. No evidence was presented, nor was it raised below, that the cargo which Petitioner Prinski worked on was stowed in a dangerous manner. This issue has been waived by the parties and Respondents submit it is not part of the record presented for consideration by this Court.

Respondents had knowledge of the use of wet dunnage, which may have caused the ice, or of the existence of the ice itself.

Analyzing these facts through the holding in *Woods*, the Fifth Circuit would have to agree that there was no actual knowledge by the shipowner or knowledge that the stevedore would not correct the dangerous defect.

Further, in *Harris v. Flota Mercante Grancolombiana, S.A.*, 730 F.2d 296 (5th Cir. 1984), which was relied upon by the *Woods* court, the same circuit held that "if an independent contractor performs the loading operations, and the shipowner reasonably has no knowledge of a dangerous condition thereby created, the owner may escape liability." 730 F.2d at 299 n.2. The facts stipulated to by the parties indicate that there was no knowledge on the part of the shipowner that the independent stevedore contractors who loaded the SERAFIN TOPIC prior to its departure from the Netherlands might have used wet dunnage during the loading process in hold No. 2.

The outcome of the case before this Court would not have been altered by the application of the *Harris* or *Woods* decisions of the Fifth Circuit. The stipulated facts before this Court do not result in a conflict in the application of the law to the facts, as between the Third Circuit and the Fifth Circuit. The Fifth Circuit summarized the three duties of the shipowner under *Scindia* as: 1) duty to warn if the shipowner has knowledge under the circumstances; 2) duty to warn of hidden dangers; and 3) duty to warn if the shipowner has actual knowledge. Under the three duties as discussed in this line of Fifth Circuit cases, it is clear that:

> 1) Under the first duty, the shipowners herein did not know or could not reasonably have known that there was ice in hold No. 2, as this was an unusual condition, and the shipowner had no reason to know or believe that wet dunnage had been used by the

foreign independent stevedore contractors which loaded the cargo prior to departing from the Netherlands;

2) Under the second "hidden danger" duty, no duty has been breached. Petitioner must show that the ice he encountered was a danger which was or in the exercise of reasonable care should have been known to the vessel. Further, Petitioner must show that it would be likely that he would encounter the danger of the ice in cargo operations. The Petitioner also must show that the danger would not be open and obvious to him or anticipated by him if reasonably competent in the performance of his work. This duty was not breached, and cannot now be raised, as it was not raised below. This has been waived by the Petitioner;

3) Under the third duty, actual knowledge is required. The stipulation of fact states that the owner had no actual knowledge of the condition, therefore no duty has been breached.

While under the proper factual circumstances, the cases of the Third and Fifth Circuits may be in conflict, there is no conflict presented on the facts before the Court. Here, the unique factual situation avoids any conflict, as the case would have had the same outcome in either the Fifth or Third Circuit.

B. The facts of the case before the Court do not present a conflict when analyzed under the test set forth by the Ninth Circuit Court of Appeals.

The Ninth Circuit Court of Appeals has addressed the issue of a vessel owner's duty with regard to longshoremen in cargo spaces of the vessel in *Turner v. Japan Lines*, 651 F.2d 1300 (9th Cir. 1981), *cert. denied*, 459 U.S. 967 (1982). In *Turner*, the plaintiff was injured when cargo which was not properly shored collapsed beneath him. The plaintiff produced evidence

that the cargo was improperly shored, and that the vessel owner knew or should have known, based on the amount of time marine carpenters were aboard during the loading of the ship in Japan, that the shoring was improper.[13] The court held that "the vessel had a duty to protect the plaintiff against concealed dangers created by a foreign stevedore which the vessel could, in the exercise of reasonable care, have corrected or warned of." *Turner*, 651 F.2d at 1304 (9th Cir. 1981). The court stated that the vessel could ensure safety by choosing a reliable foreign stevedore, supervising the foreign stevedore's work if necessary and warning the off-loading stevedore of any dangerous conditions created by the foreign stevedore. Part of the court's reasoning was that the Longshore Act, while prohibiting a vessel owner from seeking reimbursement from American stevedores, did not prohibit a vessel owner from recovering against the foreign stevedore. The *Turner* court was concerned with leaving the plaintiff without a remedy, in the event the foreign stevedore was a party against which he had no rights or would not be amenable to suit in a U.S. court.

In *Turner*, it was undisputed that the negligence at issue was that of the foreign stevedore who loaded the ship in Japan. It is clear that the shipowner only had constructive knowledge of the inadequate shoring in light of the little time which the marine carpenters spent aboard building the shoring.

The facts in the case before this Court now are vastly different. There was no finding of negligence on the part of the foreign stevedore in the District Court. The question was not raised. In fact, the District Court's opinion specifically states that the negligence of the on-loading stevedore would be a jury question and the

---

13. There was no evidence, nor was it raised by the parties below, that the cargo was improperly stowed in hold No. 2. Therefore, this issue has been waived and is not properly before the Court for consideration.

decision of the District Court was based on the assumption that there was no negligence on the part of the foreign stevedore. (Appendix at 3a, fn.3). The stipulated facts did not reach the question of whether the foreign stevedore was negligent, nor was any evidence so produced by the plaintiff, other than the opinion of his expert which was based upon many assumptions.

Absent a showing of negligence by the foreign stevedore, the facts before the court would have had the same outcome if decided by the *Turner* court.

There is no conflict among the circuits under this set of facts. While the holdings of the cases in the Third, Fifth and Ninth Circuits can lead to conflicts, Respondents submit that the outcome does not change given the unique factual situation before this Court.

CONCLUSION

Where there is an obvious conflict among the circuits, this Court has an obligation to resolve the conflict in cases concerning important matters of Federal law. However, that resolution should be reserved for factual situations which will truly clear the conflict and not create further confusion. While the cases in the Court of Appeals discussed appear to conflict, this is not the case in which to resolve that potential conflict.

First, under any of the three standards set by the Third, Fifth or Ninth Circuits, the outcome of this case would not change.

Second, the facts of this case are unlikely to occur again. The parties agree that ice in a cargo hold is an unusual condition. Hearing this appeal would be wasteful of this Court's time when in all likelihood there is a broader, more traditional fact pattern which will present itself to this Court in the future.

Third, this Court, as recently as January 1990, refused to hear this issue when certiorari was denied in the *Woods* case. *Woods* presented three potential questions for review – first, a question regarding the conflict

in the Circuits as to open and obvious conditions; second, a question as to indemnity under a standard time charter agreement; and third, a question regarding the apportionment of damages as between the time charterer and the vessel owner. In *Woods* this Court did not see fit to review those issues which have a far greater impact on the law of admiralty. Respondents contend that this matter is less worthy of merit, as the issue presented to the Court now is narrow and unlikely to recur.

The specific facts of this case do not raise questions of compelling importance to the general maritime law, and there is no further reason to review the decision by the District Court and its affirmance by the Third Circuit.

Respectfully submitted,

E. Alfred Smith*
Peter Hansen Bach
Diana L. Moro-Bishop
Krusen Evans & Byrne
The Curtis Center
Suite 1100
601 Walnut Street
Philadelphia, PA 19106
(215) 923-4400
Counsel for Respondents

January 30, 1992
* Counsel of Record